



HOUSTON Last Name SAMUEL First Name P MI 014332 Employee Number  
2/25/02 Seniority Date AIRCRAFT MECHANIC Classification ATTC Location 2 Shift

ADDRESS:

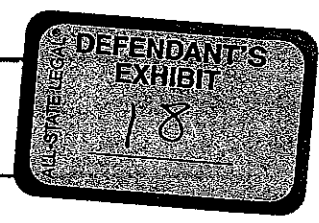
REDACTED

Street City State FL Zip Code Home Phone

Start Date of Anticipated Leave 9/07/04 Expected Date of Return to Work

Reason For Leave (Explain in Detail):

LOWER BACK PAIN - SEE ATTACHED MRI REPORT



Note: A leave request based on an employee's serious health condition or the serious health condition of an employee's spouse, child or parent must be accompanied by a verifying medical certification from a physician.

I hereby authorize Army Fleet Support to contact my physician to verify the reason for my requested leave or for any other information concerning my requested family and medical leave.

I understand that a failure to return to work at the end of my leave period may be treated as a resignation unless an extension has been agreed upon and approved in writing by Army Fleet Support prior to the ending date of my family and medical leave.

EMPLOYEE SIGNATURE [Signature]

DATE: 9/10/04

☐ APPROVED ☐ DISAPPROVED

☐ APPROVED ☐ DISAPPROVED

SUPERVISOR

DIRECTOR

☒ APPROVED ☐ DISAPPROVED

Comments 57D

Robert Whitney/Ch  
BENEFITS ADMINISTRATOR

DISTRIBUTION:

Original: Human Resources  
Copies: Department Director  
Employee

Form 01-247  
Revised 02/05/04

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Certification of Health Care Provider  
(Family and Medical Leave Act of 1993)

U.S. Department of Labor  
Employment Standards Administration  
Wage and Hour Division

(When completed, this form goes to the employee, not the Department of Labor.)

OMB No: 1216-0181  
Expires: 06/30/02

1. Employee's Name

2. Patient's Name (if different from employee)

SAMUEL P. HOUSTON

3. Page 4 describes what is meant by a "serious health condition" under the Family and Medical Leave Act. Does the patient's condition (1) qualify under any of the categories described? If so, please check the applicable category.

(1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_ (4) \_\_\_\_\_ (5) \_\_\_\_\_ (6) ☒ or None of the above

4. Describe the medical facts which support your certification, including a brief statement as to how the medical facts meet the criteria of one of these categories:

SEE ATTACHED MRI REPORT - Lower Back Pain

5. a. State the approximate date the condition commenced and the probable duration of the condition (and also the probable duration of the patient's present incapacity (2) if different)

8/11/04 - uncertain regarding duration pending neurosurgical  
consult and likely surgery

b. Will it be necessary for the employee to take work only intermittently or to work on a less than full schedule as a result of the condition (including for treatment described in item 6 below)?

Yes

If yes, give the probable duration:

Uncertain

c. If the condition is a chronic condition (condition #4) or pregnancy, state whether the patient is presently incapacitated (2) and the likely duration and frequency of episodes of incapacity (2).

N/A

(1) Here and elsewhere on this form, the information sought relates only to the condition for which the employee is taking FMLA leave.

(2) "Incapacity" for purposes of FMLA, is defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefrom.

6. a. If additional treatments will be required for the condition, provide an estimate of the probable number of such treatments:

PT will need to undergo surgery at later date to be determined

If the patient will be absent from work or other daily activities because of treatment on an intermittent or part-time basis, also provide an estimate of the probable number of and interval between such treatments, actual or estimated dates of treatment if known, and period required for recovery if any:

Uncertain - at this time patient completely unable to do his job

- b. If any of these treatments will be provided by another provider of health services (e.g., physical therapist), please state the nature of the treatments?

N/A

- c. If a regimen of continuing treatment by the patient is required under your supervision, provide a general description of such regimen (e.g., prescription drugs, physical therapy requiring special equipment):

PT currently receiving NSAIDs, muscle relaxants; daily narcotic medication.

7. a. If medical leave is required for the employee's absence from work because of the employee's own condition (including absences due to pregnancy or a chronic condition), is the employee unable to perform work of any kind?

PT could do admin type work but this is not required/available at his current job

- b. If able to perform some work, is the employee unable to perform any one or more of the essential functions of the employee's job (the employee or the employer should supply you with information about the essential job functions)? If yes, please list the essential functions the employee is unable to perform:

No - see above

- c. If neither a. nor b. applies, is it necessary for the employee to be absent from work for treatment?

8. a. If leave is required to care for a family member of the employee with a serious health condition, does the patient require assistance for basic medical or personal needs or safety or for transportation?

N/A

b. If no, would the employee's presence to provide psychological comfort be beneficial to the patient or assist in the patient's recovery?

N/A

c. If the patient will need care only intermittently or on a part-time basis, please indicate the probable duration of this need:

N/A

Signature of Health Care Provider

*Timothy J. Kosmatka*

Type of Practice

*Family Physician*

Address

TIMOTHY J. KOSMATKA, Maj, USAF, MC  
44F3 BKS129687 Family Health Clinic  
95th MCG/8COP (AFCW) Eglin AFB, FL

Telephone Number

*850-883-9198*

Date

*20 Sep 04*

To be completed by the employee needing family leave to care for a family member:

State the care you will provide and an estimate of the period during which care will be provided, including a schedule if leave is to be taken intermittently or if it will be necessary for you to work less than a full schedule:

Employee's Signature

*[Signature]*

Date

*9/20/04*



**Whitney, Robert A.**

From: Sam Houston  
 Sent: Tuesday, September 06, 2005 2:22 PM  
 To: Whitney, Robert A.  
 Cc: Wilmer Tharpe  
 Subject: Letter of Support for the VA

**REDACTED**

Bob,

A couple of days ago, I received a letter from the VA explaining their denied on my claim for individual unemployability (IU). The employment information supplied by Army Fleet Support dated June 10, 2005 stated that I was still employed by Army Fleet Support. I know I have recall rights to my old job as an aircraft mechanic and we both know that I can't perform those duties anymore.

My Family Doctor and I have discuss my medical conditions and my increasing disabilities he has agreed that my medical condition and disabilities warrant my removal from the workforce. My Doctor is currently witting a letter to the VA on my behalf for my future claim of IU. But your letter concerning my employment information to the VA has created a huge obstruction to my future claim of IU.

I'm asking you for a letter that would clear up this misunderstanding. A detailed letter stating that I have not physically worked for AFS since September 2004 but instead was "involuntary terminated / administratively terminated" or you could use your new terminology "put on medical leave" for the next 18 months due to my disabilities and my permanent physical restrictions.

I'm going to FAX you the portion from the VA decision letter concerning my claim for UI so you can see I'm telling the truth

Your letter will have a powerful impact on the VA for my IU

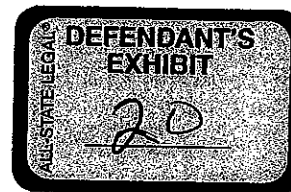
I have signed and return the removal letter to the NLRB you should have already received notification from the NLRB concerning this matter

If you have any questions please call me on my cell phone

Sincerely  
 Sam Houston





**1-Stop Mail Service****REDACTED****Fax Cover Page**

To: AFS-PERSONNEL LISA <sup>ATTN:</sup> Fax # 1-(334)598-5666

From: MR. SAM HOUSTON My Phone # \_\_\_\_\_

Re: DENTAL PLAN Date 6/21/05

# Pages including cover 3

Reply requested: ☒ Yes ☐ No

Comments:

2ND ATTEMPT

LISA: PLEASE CHECK INTO MY CURRENT STATUS OF VSP  
PLEASE ADD MY DAUGHTER STEPHANIE HOUSTON  
BACK INTO MY DELTA DENTAL PLAN.  
I'LL SEND YOU ANOTHER LETTER FROM HER COLLEGE  
OWC FOR THE NEXT SEMESTER  
IF YOU NEED ANYTHING  
PLEASE CALL MY WIFE  
BRIGITTE HOUSTON HER CELL PHONE:  
WORK AREA IS

If there are problems with this fax contact us

**1-Stop Mail Service**  
**2260 S. Ferdon Blvd**  
**Crestview, FL 32536**  
**(Ph. 850-423-5669 Fax 850-423-7910)**



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# HOURLY EMPLOYEE INSURANCE CONTINUATION ENROLLMENT FORM

Case 1:06-cv-00243-MEF-GSC Document 19-7 Filed 04/02/2007 Page 11 of 64  
 ne: Houston, Samuel P. Badge: 014332 DOB: Age: 50 SSN: Term Date: 3/14/05

Address: City, ST, Zip: Phone: Term Code: S  
 Dependent(s): Houston, Brigitte M. Relation: Spouse DOB: Age: SSN:  
 Houston, Alison M. Relation: Daughter DOB: Age: SSN:  
 Relation: DOB: Age: SSN:

450N FOR CONTINUATION (Check Below):

RETIREMENT (Age 62 to 64) ☐ RETIREMENT (65+) ☐ LAYOFF ☐ MEDICAL LEAVE ☒ **REDACTED**

HEALTH		EMPLOYEE BASIC, AD&D, AND OPTIONAL LIFE INSURANCE							PREMIUM		
Employee Only	AGE	CLASS I \$60,000			CLASS II \$45,000			OPT LIFE	HEALTH		
		BASIC	AD&D	TOTAL	BASIC	AD&D	TOTAL				
45.00	-29	\$3.06	\$1.14	\$4.20	\$2.30	\$0.86	\$3.16	\$25,000		N/A	
Employee/1 Dep	30-39	\$3.96	\$1.14	\$5.10	\$2.97	\$0.86	\$3.83	\$1.28	EMP BASIC/		
48.00	40-44	\$6.36	\$1.14	\$7.50	\$4.77	\$0.86	\$5.63	\$1.65	AD&D LIFE	18.32	
Employee/2+ Dep	45-49	\$12.90	\$1.14	\$14.04	\$9.68	\$0.86	\$10.54	\$2.65	EMP OPT		
94.00	50-54	\$23.28	\$1.14	\$24.42	\$17.46	\$0.86	\$18.32	\$5.38	LIFE	9.70	
House Only	55-59	\$34.80	\$1.14	\$35.94	\$26.10	\$0.86	\$26.96	\$9.70	DEP BASIC		
103.00	60+	\$54.84	\$1.14	\$55.98	\$41.13	\$0.86	\$41.99	\$14.50	LIFE	1.71	
House /Dep								\$22.85	DEP OPT		
149.00									LIFE	6.33	
DECLINE HEALTH		<input type="checkbox"/> Decline Basic/AD&D			<input type="checkbox"/> Decline Basic/AD&D			<input type="checkbox"/> Decline		PAI	11.70
DEPENDENT LIFE (Spouse up to age 65/Children age 19)		SPOUSE			CHILD			PREM		DECLINE	
CDEP LIFE		\$4,750			\$1,750			\$1.71			
T DEP LIFE		\$12,500			\$6,250			\$6.33			
DEP LIFE		\$17,500			\$8,000			\$8.04			
Total Dependent Life - Retirees Not Eligible										TOTAL 110.38	
DENTAL (* Orthodontia has a 12-month waiting period)		Core			Enhanced			Decline Vision		DENTAL	
Employee Only		\$18.39			\$35.30			\$6.29		VISION	
Employee/Dependents		\$46.04			\$88.17			\$16.58		16.58	
Retirees Not Eligible											

Designate the following to be beneficiary(ies) under the life insurance coverage specified above. Furthermore, I reserve the right to change beneficiary(ies) in accordance with the policy provisions. (NOTE: You will be your family member's beneficiary unless you specify otherwise in writing.)

e: BRIGITTE M. HOUSTON Relationship: wife %: 100  
 e: Relationship: %:

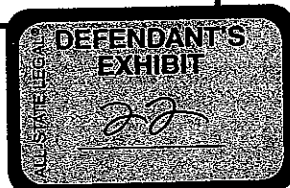
Payments are due in Personnel by the 25th of each month for the following month.  
 Check should be payable to AFS, and mailed to P.O. Box 620309, Fort Rucker, AL 36362-0309, ATTN: Insurance.

Select the coverage checked above and understand all coverage may terminate (1) upon obtaining age 65; (2) upon death of employee (a) retirees - spouse can continue coverage (AW the CBA and their dependent children convert to COBRA (b) employees on medical leave dependents convert to COBRA; (3) upon failure to submit required premiums by the 25th of the month to Finance and Accounting; (4) upon termination of group plan; (5) upon the time limitation stated above; (6) upon notification in writing by the employee; whichever occurs first. I understand premiums and coverage are subject to change upon notification.

SIGNATURE: [Signature] DATE: 03/15/05  
 DISTRIBUTION: ☐ PERSONNEL FILE ☐ INSURANCE DEPARTMENT ☐ INSURANCE COMPANY ☐ EMPLOYEE  
 Sam Houston v. L3 Communications 025  
 FORM 01-216 REV: 01-20-04



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# Fax

## REDACTED

To: LisaFax #: 1-334-548-5666Dept: Personnel

Date: \_\_\_\_\_

From: Brigitte Houston

Phone: \_\_\_\_\_

work

Dept: \_\_\_\_\_

Fax #: \_\_\_\_\_

Pages: 2**Comments:**Please check into VSP.Please add Stephanie back into Delta Dental. I'll send you another letter from OWCC for the next semester. If you need anything,If more than 20 pages please mail them to our office. Please call me.Please send records STAT, patient is here now.Thanks  
Brigitte

REDACTED

**FULL TIME STUDENT VERIFICATION**

COVERED EMPLOYEE

Samuel Houston

SOCIAL SECURITY NO.

EMPLOYER

AFS

**PART 1: TO BE COMPLETED BY THE COVERED EMPLOYEE**

I do hereby state that

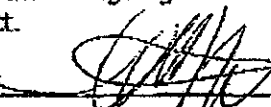
Stephanie Houston

DEPENDENT'S FULL NAME-(PLEASE PRINT)

DATE OF BIRTH

is a full-time, unmarried student who qualifies as an eligible dependent under the terms of the Plan. If the named dependent ceases to be a full-time student, or his/her dependent status changes, I will immediately notify the Fund Office.

I understand that the determination of student eligibility under the Plan will be based upon the foregoing information. I declare under penalty of law that the foregoing is correct.



SIGNATURE OF COVERED EMPLOYEE

06-08-05

DATE

~~~~~PLEASE DO NOT DETACH~~~~~

**PART 2: TO BE COMPLETED BY THE REGISTRAR OF THE COLLEGE OR INSTITUTION. THIS FORM MUST BE STAMPED WITH SCHOOL SEAL.**

This is to certify that the individual named in Part 1 is enrolled as a full-time student. In order to be a full-time student, the student must carry the following number of hours or units: \_\_\_\_\_

This student is carrying \_\_\_\_\_ units/hours for the school term beginning \_\_\_\_\_, 20\_\_\_\_ and ending \_\_\_\_\_, 20\_\_\_\_.

ANTICIPATED GRADUATION DATE \_\_\_\_\_

SCHOOL NAME \_\_\_\_\_

SCHOOL ADDRESS \_\_\_\_\_

TYPE OF TRADE (if applicable) \_\_\_\_\_

AUTHORIZED SIGNATURE AND SEAL

DATE

5/21/02: ac

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5980475

AFS HR

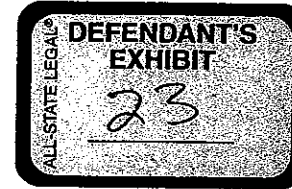
Jun 07 05 04:06P





# Okaloosa-Walton Community College

100 College Boulevard • Niceville, FL 32578-1295 • (850) 678-5111



June 7, 2005

To Whom It May Concern:

This is to verify that Stephanie G. Houston, DOB: \_\_\_\_\_ is registered as a full time student with 12 credit hours for Summer Semester at Okaloosa-Walton College. Summer Semester dates are 05/09/05 through 08/02/05. She is currently pursuing an Associate of Arts Degree: General Studies. Please call the admissions office at (850) 729-4901 if you have any questions.

Sincerely,

  
Christine Bishop  
Associate Dean, Student Services/Registrar

CCB:cu

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Chautauqua Center, DeFuniak Springs • (850) 892-8100 OWCC/UWF Fort Walton Beach Campus • (850) 863-8500  
OWCC Center, Eglin Air Force Base • (850) 678-1717 OWCC Center, Hurlburt Field • (850) 884-6296  
OWCC Robert L. F. Sikes Education Center, Crestview • (850) 689-7911 • www.owcc.edu

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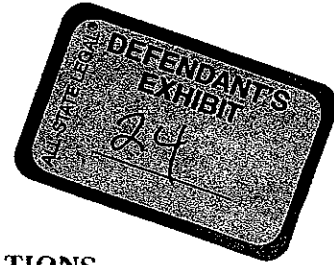




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STATE OF ALABAMA  
BOARD OF APPEALS  
FOR

DEPARTMENT OF INDUSTRIAL RELATIONS  
MONTGOMERY, AL 36131



B. Of A. Case No. 8782

A T. Case No. 04747-AT-05

B. Of A. Decision No. 474

Place of Hearing: Dothan

Date of Hearing: July 13, 2005

**DECISION OF BOARD OF APPEALS****In re claim of**DEPT OF INDUSTRIAL RELATIONS  
RECORDS.Worker's Social Security  
Number

Samuel P. Houston  
former employee of  
Army Fleet Support LLC  
Fort Rucker, AL

AUG 28 2006

*Nell Smart, Jr.*  
Nell Smart, Jr.  
CUSTODIAN OF RECORDS

**APPEARANCES:** Claimant with an attorney and the employer representative with a witness.

**ISSUE(S):** Voluntarily leaving most recent bona fide work without good cause connected with such work.  
Section 25-4-78(2) Code of Alabama 1975

Whether the claimant is able to work. Section 25-4-77(a)(3) Code of Alabama 1975

**FINDINGS:** The employer appealed the decision of an Administrative Hearing Officer that granted benefits.

The claimant was employed by the listed employer as an aircraft mechanic. The claimant injured his back August 11, 2004 away from work and was released to return to his former job on March 14, 2005. His medical restrictions prevented his returning to work as an aircraft mechanic. The employer has a labor agreement with the International Association of Machinists and Aerospace Workers. The claimant is covered by this contract. According to the appropriate language in the labor agreement the claimant is to fill out a form that would let the employer know the job(s) he wishes to be considered for. Testimony before the Board indicates that the claimant has failed to do this. The claimant has not been terminated.

**CONCLUSIONS:** Section 25-4-78(2) of the Law provides for the disqualification of an individual who voluntarily leaves last bona fide work without good cause connected with the work. The claimant's employment has not been severed and he is not subject to disqualification under this provision of the Law.

Section 25-4-77(a)(3) requires as a condition of eligibility that a claimant be mentally and physically able to perform work in which he has prior experience or training. The claimant has not complied with the appropriate language in the labor agreement, therefore he has failed to meet the availability requirements of the Law and is subject to a disqualification under the provisions of this section of the Law.

B. of A. Case No. 8782 continued  
Samuel P. Houston SSN: [REDACTED]

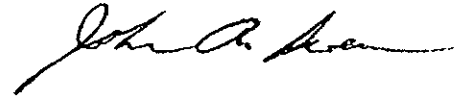
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**DECISION:** The decision of the Administrative Hearing Officer is modified. The claimant has failed to comply with the terms of the Labor agreement. He is disqualified under the provisions of Section 25-4-77(a)(3) of the Law effective March 13, 2005.

No disqualification is assessed under the provisions of 25-4-78(2).

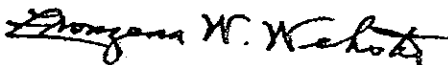
Benefits paid the claimant contrary to this decision constitutes an overpayment which the claimant is required to repay in accordance with Section 25-4-91(d)(1)(a) of the Law.

Done this 5th Day of August, 2005.  
And service made on parties of interest  
this date VIA U. S. Mail.



CHAIRMAN

Certified a true and correct copy:



Fronzena W. Webster  
Officer of the Board of Appeals




ASSOCIATE MEMBER



ALTERNATE ASSOCIATE MEMBER

CERTIFIED AND TRUE COPY OF ALA.  
DEPT OF INDUSTRIAL RELATIONS  
RECORDS.

AUG 28 2006

  
Neil Smart, Jr.  
CUSTODIAN OF RECORDS

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WITNESSES: [unclear]





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STATE OF ALABAMA  
DEPARTMENT OF INDUSTRIAL RELATIONS

ORIGINAL

\* \* \* \* \*

DOTHAN CIVIC CENTER  
126 N. Andrews Street

Dothan, Alabama

Wednesday, July 13, 2005

\* \* \* \* \*

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**Court Reporting \* Legal Videography \* Trial Services**

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1 MR. BLEVINS: Welcome to the  
2 one o'clock docket for the Board of  
3 Appeals hearings, Dothan, Alabama.  
4 We're starting about an hour and ten  
5 minutes late. We'll try to get  
6 everyone out of here at a decent time.

7 The board members are appointed by  
8 the governor to review unemployment  
9 claims at the last level before they go  
10 into the court system.

11 Let me introduce some members of  
12 the board. To my left is Ms. Charlotte  
13 Flowers.

14 MS. FLOWERS: Good afternoon.

15 MR. BLEVINS: Mr. Don Jones to  
16 my right.

17 MR. JONES: Good afternoon.

18 MR. BLEVINS: Our court  
19 reporter today is Bridgette Mitchell.

20 My name is Joe Blevins.

21 A decision will not be made on your  
22 claim today. In about four weeks, you  
23 will receive the decision of the board

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1 by certified mail, return receipt  
2 requested. If you disagree with that  
3 decision, you can file an appeal with  
4 the circuit court in the county in  
5 which the claimant resides. That  
6 information will be forwarded to you  
7 along with the decision.

8 We'll go by docket today. It's a  
9 list that's been prepared in Montgomery  
10 for us to use. When we call your name  
11 or your employer's name, anyone that's  
12 present for that case please come  
13 forward, remain standing, the court  
14 reporter will administer the oath, and  
15 then you can be seated. Board members  
16 will ask questions they feel pertinent  
17 to the case. And we'll give anyone a  
18 chance to say what they want to say as  
19 long as it's relevant to the case at  
20 hand.

21 If you would, either turn off or  
22 put all cell phones on silent mode, or  
23 beepers. And no recording is allowed

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**Court Reporting \* Legal Videography \* Trial Services**

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1 by rule except for the court reporter  
2 of these hearings.

3 Case No. 9, Samuel P. Houston, Army  
4 Fleet Support, LLC.

5 ALL PARTIES, having first been duly  
6 sworn or affirmed to speak the truth,  
7 the whole truth, and nothing but the  
8 truth, testified as follows:

9 MR. BLEVINS: Administrative  
10 hearing officer scheduled a hearing for  
11 May 5, 2005. The employer was not  
12 present for that hearing. The hearing  
13 officer affirmed the prior  
14 determination allowing benefits and the  
15 employer has appealed.

16 The procedure we'll follow here,  
17 since we have counsel, will be board  
18 members will ask direct questions, then  
19 when we're finished, if counsel has any  
20 relevant material he feels we've  
21 missed, we'll give you a chance to put  
22 that on the record.

23 MR. THARPE: Thank you.



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1 MR. BLEVINS: Mr. Houston, did  
2 you quit your job with Army Fleet?

3 MR. HOUSTON: No, sir.

4 MR. BLEVINS: Okay. Did  
5 someone tell you you were discharged?

6 MR. HOUSTON: I was given  
7 paperwork saying, originally, I was  
8 involuntarily terminated. Then I was  
9 given a second piece of paper saying  
10 that I was administratively terminated.

11 MR. BLEVINS: Who will speak  
12 first for the employer?

13 MR. WHITNEY: I will.

14 MR. BLEVINS: He was terminated  
15 from his job?

16 MR. WHITNEY: He was not, sir.

17 MR. BLEVINS: Was he given any  
18 paperwork, as he has testified, that he  
19 was involuntarily terminated?

20 MR. WHITNEY: He was briefed on  
21 procedures after being on short-term  
22 disability. Mr. Houston is a member of  
23 the Army Fleet Support, which is a

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1 unionized workforce which falls under  
2 a collective bargaining agreement.  
3 Mr. Houston has a copy of that  
4 collective bargaining agreement, and  
5 there are citations of this procedure  
6 in there.

7 The articles that govern this  
8 procedure begin with Article 1714, when  
9 a person returns from short-term  
10 disability and they're applying for  
11 their position with restrictions.  
12 Under 1714, it's referenced that if he  
13 needs to return to work with  
14 accommodations, he follows procedures  
15 under 4.7. And I've tabbed all these  
16 actions for you.

17 Under 4.7 -- and it's actually  
18 4.7(B)(4) -- Mr. Houston, just as all  
19 the union employees, or represented  
20 employees, can apply for an alternate  
21 position if we cannot accommodate their  
22 restrictions under current  
23 classification. Mr. Houston is an

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1 aircraft mechanic. His restrictions  
2 were extensive. And at the time of his  
3 return, when he submitted his  
4 return-to-work slip, it was suggested  
5 that he seek an alternate position.  
6 Mr. Houston has not availed himself of  
7 the process which is outlined in the  
8 CBA. Now, as I stated, it's under  
9 4.7(B)(4) that states a person who  
10 cannot work in their current  
11 classification can apply for an  
12 alternate position; that falls under  
13 Article 35.1.

14 Article 35.1 states that all you  
15 have to do is submit paperwork  
16 requesting classification. And  
17 depending on what's in your file, if  
18 you're qualified for the position,  
19 seniority permitting, you will be in  
20 those positions. This is not  
21 happening. Mr. Houston was briefed on  
22 this. And in the statement written by  
23 him, he does state that he was briefed

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1 by the HR manager.

2 MR. BLEVINS: Let me ask you a  
3 couple basic questions. When did he  
4 actually last work?

5 MR. WHITNEY: Mr. Houston's  
6 last day of work was September 2, '04.

7 MR. JONES: Pardon me?

8 MR. WHITNEY: September 2, '04.

9 MS. FLOWERS: Last day worked?

10 MR. WHITNEY: Last day worked.

11 MR. BLEVINS: And he had been  
12 there several years?

13 MR. WHITNEY: He was first  
14 hired on the contract on 2/25/02. He  
15 gained employment with Army Fleet  
16 Support under the new collective  
17 bargaining agreement, new contract,  
18 12/1/03.

19 MR. BLEVINS: So it's your  
20 testimony he was not able to perform  
21 his primary job and he failed to  
22 attempt to obtain an alternate  
23 position?

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1 MR. WHITNEY: Yes, sir.

2 MR. BLEVINS: Is that  
3 basically -- that's what I gather from  
4 your testimony.

5 MR. WHITNEY: Yes, sir.

6 MR. BLEVINS: Is that correct?  
7 Is that what happened?

8 MR. HOUSTON: No.

9 MR. BLEVINS: You did not  
10 attempt to secure a different position?

11 MR. HOUSTON: I was there on  
12 the morning and I asked very politely  
13 to the HR representative if I could go  
14 into my old career field for one day so  
15 I may be allowed to reclassify, but  
16 they would not allow me to go into my  
17 old career field due to my physical  
18 limitations. They refused to  
19 accommodate those limitations.

20 MR. BLEVINS: Okay. Now, if I  
21 understand the statements in the file,  
22 the doctor has stated, apparently, that  
23 your limitations are permanent; right?

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1 MR. HOUSTON: Yes, sir, they  
2 are.

3 MR. BLEVINS: So is it your  
4 testimony there was no alternative  
5 position for you to seek?

6 MR. HOUSTON: I wanted to be an  
7 aircraft scheduler. I was told prior  
8 to this incident that I needed to type  
9 thirty words a minute. So being that I  
10 am from Florida, I went to Jobs Plus,  
11 and they have a computer program there  
12 that allowed me to brush up on my  
13 typing. I brushed up on my typing to a  
14 speed of thirty words a minute. And I  
15 thought I had fulfilled the obligation  
16 of reclassifying into a clerical job  
17 that required me to meet the thirty-  
18 word-per-minute requirement, and then I  
19 was told that they cannot accommodate  
20 me.

21 MR. BLEVINS: Is that correct,  
22 he attempted to go into this clerical  
23 field?

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1 MR. WHITNEY: No, sir.

2 MR. HOUSTON: Excuse me. I  
3 wanted to be an aircraft scheduler.

4 MR. BLEVINS: And you formally  
5 applied for that in some manner?

6 MR. HOUSTON: I asked them on  
7 the day I returned, on the 14th of  
8 March, with my doctor's return-to-work  
9 slip, if I could reclassify, and they  
10 said no.

11 MR. BLEVINS: Is that correct?

12 MR. WHITNEY: This is a  
13 statement written by Mr. Houston.  
14 About halfway through the final  
15 paragraph, Mr. Houston states that when  
16 he returned, the HR manager suggested  
17 that he seek an alternate position  
18 because it was directed by his doctor  
19 he could not be in a mechanic position  
20 but should look for a clerical or  
21 sedentary position. The HR manager  
22 suggested that he look at a position  
23 like aircraft scheduler and that he

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1 should go work on his typing.

2 Now, at this time, there is no  
3 obligation that this person return --  
4 that Mr. Houston return as an aircraft  
5 mechanic -- not for one day, not for  
6 one hour, not at all. At that time, he  
7 had full CBA rights to fill out  
8 documentation. He could have filled  
9 out a request to be every  
10 classification that he felt he was  
11 qualified for. It has not been done.  
12 We have no request on file for him to  
13 reclassify into a position that we can  
14 consider.

15 MR. BLEVINS: Let me go to  
16 Ms. Flowers.

17 MS. FLOWERS: You're a federal  
18 employee?

19 MR. WHITNEY: No, ma'am.

20 MS. FLOWERS: You're a contract  
21 employee. Was he hurt on the job?

22 MR. WHITNEY: No, ma'am.

23 MS. FLOWERS: Not an on-the-job



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1 injury?

2 MR. WHITNEY: No, ma'am.

3 MS. FLOWERS: But he had been  
4 out under doctor's care --

5 MR. WHITNEY: Yes, ma'am.

6 MS. FLOWERS: -- for a period  
7 of time. He came back with  
8 restrictions that you would have to  
9 accommodate?

10 MR. WHITNEY: Yes, ma'am.

11 MS. FLOWERS: And those  
12 requirements, the way I see it here,  
13 was just saying there's a requirement  
14 that you'll undergo situations when you  
15 come back. There are certain steps you  
16 have to take in order for being  
17 considered in place to meet his  
18 accommodations?

19 MR. WHITNEY: Yes, ma'am.

20 MS. FLOWERS: And you're  
21 telling me that he did not follow those  
22 procedures for placement --

23 MR. WHITNEY: Yes, ma'am.

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1 MS. FLOWERS: -- under these  
2 circumstances?

3 MR. WHITNEY: Had there been a  
4 termination, he had full grievance  
5 rights under Article 7. There was no  
6 termination. Mr. Houston is an  
7 employee of Army Fleet Support for up  
8 to five years or length of seniority,  
9 which brings him up to March 2007. He  
10 can come in at any time and apply for a  
11 position that he's qualified for. This  
12 has yet to be done.

13 MS. FLOWERS: Did you do the  
14 request per the contract when you came  
15 back to work?

16 MR. HOUSTON: I have one  
17 statement to make.

18 MS. FLOWERS: Well, first, when  
19 you returned back to work, did you  
20 follow the procedures in the negotiated  
21 agreement between the bargaining  
22 employees and AFS?

23 MR. HOUSTON: I asked to be

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1 reclassified.

2 MS. FLOWERS: But did you  
3 follow the steps that --

4 MR. HOUSTON: Procedures that  
5 are asked? I mean --

6 MS. FLOWERS: Did you file a  
7 union grievance?

8 MR. HOUSTON: No, I did not.

9 MS. FLOWERS: So you didn't get  
10 any assistance in the procedure on  
11 requesting -- okay.

12 MR. HOUSTON: I have one thing  
13 to say, though.

14 MS. FLOWERS: Yes.

15 MR. HOUSTON: The manager of  
16 the HR, human resource office, was  
17 Mr. Ed Brown. He was not there the day  
18 that I got terminated.

19 MS. FLOWERS: Didn't you state  
20 he was not terminated?

21 MR. WHITNEY: He was not  
22 terminated.

23 MS. FLOWERS: Okay. If he

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1 wasn't terminated, why is he not  
2 working?

3 MR. WHITNEY: He has failed to  
4 apply for a position which we can  
5 accomodate him for.

6 MS. FLOWERS: So he didn't  
7 follow the procedures as outlined,  
8 therefore, you haven't -- he can't work  
9 the current position he held.

10 MR. WHITNEY: Yes, ma'am.

11 MS. FLOWERS: And, therefore,  
12 he's not terminated, he's just -- is he  
13 just hanging out there until he follows  
14 the procedure or what?

15 MR. WHITNEY: I would not know  
16 what position to put him in and I can't  
17 guess what position he would want. He  
18 must submit, by Article 35.1 --

19 MS. FLOWERS: If he follows the  
20 procedures in here and there is a  
21 position vacant that meets his  
22 restrictions, is he --

23 MR. WHITNEY: He is eligible up

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1 to March of 2007.

2 MS. FLOWERS: All right. I  
3 don't have anything else.

4 MR. BLEVINS: Mr. Jones?

5 MR. JONES: What's your  
6 position with the company?

7 MR. WHITNEY: I'm the HR  
8 compliance officer, sir.

9 MR. JONES: HR compliance  
10 officer?

11 MR. WHITNEY: Yes, sir.

12 MR. JONES: Now, do I  
13 understand that Army Fleet -- is this  
14 the contractor for Rucker between  
15 Rotary Wing Aircraft?

16 MR. WHITNEY: Yes, sir.

17 MR. JONES: Is he -- is the  
18 claimant drawing long-term disability?

19 MR. WHITNEY: No, sir.

20 MR. JONES: Short-term  
21 disability?

22 MR. WHITNEY: He had run out  
23 his short-term disability after six

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1 months.

2 MR. JONES: So the short-term  
3 disability has been used up?

4 MR. WHITNEY: Yes, sir.

5 MR. JONES: After the  
6 short-term disability, do you go on  
7 long-term disability? Do you have a  
8 long-term disability provision?

9 MR. WHITNEY: Not for  
10 bargaining union employees?

11 MR. JONES: Not for bargaining  
12 union employees.

13 MR. WHITNEY: However --

14 MR. JONES: That -- that's all  
15 right. Wait just a minute. Okay. So  
16 Mr. Houston, as Ms. Flowers has pointed  
17 out, he is a representative of the unit  
18 that is -- he's an employee of a unit  
19 that is covered by labor management  
20 agreement?

21 MR. WHITNEY: Yes, sir.

22 MR. JONES: Is that right?

23 MR. WHITNEY: Yes, sir.

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1 MR. JONES: Okay. Under that  
2 labor management agreement, he has  
3 certain rights?

4 MR. WHITNEY: Yes, sir.

5 MR. JONES: I heard him -- I  
6 heard the claimant testify what he  
7 wanted to be, and I believe it was  
8 aircraft scheduler?

9 MR. WHITNEY: Yes, sir.

10 MR. JONES: What the  
11 claimant -- see how I want to say this.  
12 What the claimant wants to be and what  
13 is available may not necessarily be the  
14 same things?

15 MR. WHITNEY: Very true, sir.

16 MR. JONES: Is that right?

17 MR. WHITNEY: Yes, sir.

18 MR. JONES: So if --

19 Mr. Houston?

20 MR. HOUSTON: Yes, sir.

21 MR. JONES: Was the only thing  
22 you wanted to be an aircraft scheduler?

23 MR. HOUSTON: Yes, sir, because

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1 I was --

2 MR. JONES: Was the only thing  
3 you wanted to be an aircraft scheduler?

4 MR. HOUSTON: Yes. And I was  
5 told --

6 MR. JONES: You answered my  
7 question.

8 MR. HOUSTON: Yes.

9 MR. JONES: So when an  
10 employee, claimant, under the  
11 circumstances says, I want to be this,  
12 it's not available, then you don't have  
13 anything else, what do you do with him?  
14 Is he on leave of absence?

15 MR. WHITNEY: He's an inactive  
16 employee right now.

17 MR. JONES: Inactive employee.  
18 And under the terms of the agreement,  
19 I'm sure there's a provision in there,  
20 and you may already -- I think you said  
21 '07. He stays as an inactive employee,  
22 and it's up to the claimant to initiate  
23 the action and not for the company to



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1 go out and say, What do you want to do?  
2 He's got to comply with the terms of  
3 the bargaining agreement, does he not?

4 MR. WHITNEY: That is correct,  
5 sir.

6 MR. JONES: That's all I have.

7 MS. FLOWERS: I have a couple  
8 questions for clarification. You said,  
9 now, he came back -- or the last day he  
10 worked was September 2, '04?

11 MR. WHITNEY: Yes, ma'am.

12 MS. FLOWERS: What date did  
13 he -- that's the last day he worked,  
14 but did he come back after that date?

15 MR. WHITNEY: Yes, ma'am.

16 MS. FLOWERS: What was that  
17 date?

18 MR. WHITNEY: This is the day  
19 he attempted to return to work.

20 MS. FLOWERS: I just need the  
21 date. What date was that?

22 MR. WHITNEY: March 14, '05.

23 MS. FLOWERS: March 14, '05.

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1 Okay. Have y'all got a -- has your  
2 contract been extended?

3 MR. WHITNEY: It has actually  
4 been changed. The chapters and  
5 provisions are the same.

6 MS. FLOWERS: Okay. My part is  
7 this part right here. It's still the  
8 same?

9 MR. WHITNEY: Yes, ma'am.

10 MS. FLOWERS: What I'm  
11 referring to is the recognition of  
12 employee union and the management of  
13 employees. So nothing changed in this  
14 particular article?

15 MR. WHITNEY: Article 1, no,  
16 ma'am.

17 MS. FLOWERS: Nothing changed.  
18 Even though today you've got a new  
19 contract with a different date, that  
20 particular article did not change?

21 MR. WHITNEY: No, ma'am.

22 MS. FLOWERS: And I'm talking  
23 about the rights per the bargaining

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1 agreement.

2 MR. BLEVINS: Mr. Houston, I  
3 just have one question before I go to  
4 your attorney. What experience do you  
5 have other than aircraft mechanic?  
6 Have you worked in another line of  
7 work?

8 MR. HOUSTON: Sir, I'm a  
9 veteran of the Air Force. I spent  
10 twenty-four years in the Air Force.  
11 I've done all facets of aircraft  
12 maintenance including being a worker,  
13 supervisor, and in management.

14 MR. BLEVINS: What I'm  
15 interested in, what type work do you  
16 have prior experience in that could be  
17 performed within the restrictions that  
18 the doctor currently has on you? Do  
19 you have any type of clerical  
20 experience or anything of that nature?

21 MR. HOUSTON: Yes. I was a  
22 flight chief four times in my military  
23 career. That had a lot to do with

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1 clerical performance, writing reports  
2 and such.

3 MR. BLEVINS: Okay. Counselor?

4 MR. THARPE: First of all, the  
5 contract that Mr. Whitney -- Bob and I  
6 go back a long ways. I used to be a  
7 union business representative. The  
8 blue contract expired in May 2005.

9 MR. BLEVINS: Okay.

10 MR. THARPE: They have a new  
11 contract. As a continuing employee,  
12 Mr. Houston now falls under the new  
13 contract.

14 MR. BLEVINS: Okay. Everybody  
15 agree?

16 MR. WHITNEY: That is correct.

17 MR. THARPE: I have, I believe,  
18 six exhibits I would like to enter for  
19 consideration on his behalf. It's the  
20 new contract, the new job descriptions.

21 Do you have any objection?

22 MR. WHITNEY: No.

23 MR. THARPE: Also, I'd like to

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1 enter his doctor's statement and his  
2 return-to-work slip.

3 MR. BLEVINS: Do you have  
4 copies of these?

5 MR. THARPE: If you don't, I  
6 have some. You may not have this.  
7 During negotiations -- if you look at  
8 that, look on page 2 under, I believe  
9 under physical requirements -- the  
10 company attempted to negotiate it into  
11 the job descriptions those  
12 restrictions. Okay?

13 MS. FLOWERS: They attempted?  
14 I want to be sure. You said  
15 "attempted," but they did not --

16 MR. THARPE: They did not --

17 MS. FLOWERS: But they didn't  
18 end up --

19 MR. THARPE: They did not --

20 MS. FLOWERS: -- in the  
21 contract. Okay.

22 MR. THARPE: -- get them. This  
23 is the union's counterproposal. And if

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1 you'll look in the new job description  
2 book, there are no restrictions in that  
3 job description book. The company  
4 tried to negotiate this and they failed  
5 to get it, and they can't use those  
6 description -- those restrictions now.  
7 If they unilaterally implement those  
8 restrictions, it would be unfair labor  
9 practice. Mr. Houston should be back  
10 to work because there are no  
11 restrictions in the collective  
12 bargaining agreement on the job  
13 descriptions.

14 MR. BLEVINS: Comment?

15 MR. WHITNEY: One. Under the  
16 new job descriptions, which are  
17 approved under physical requirements,  
18 Must be physically able to perform  
19 duties and responsibilities of  
20 classifications. Under -- on  
21 Mr. Houston's return to work by his  
22 doctor -- as an aircraft mechanic, a  
23 person has to be able to climb on top

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1 of aircraft, has to be able to work  
2 mechanical parts -- his doctor wrote,  
3 Patient may return to work as of  
4 March 14, 2005, with no lifting more  
5 than 25 pounds, no climbing, no  
6 standing more than one and a half  
7 hours, no prolonged sitting. You have  
8 a copy of this.

9 MR. BLEVINS: We have a copy,  
10 that's correct.

11 MR. WHITNEY: These  
12 restrictions are so extensive that the  
13 person cannot perform the duties of an  
14 aircraft mechanic. We also have two  
15 statements from two other physicians  
16 which were submitted by Mr. Houston on  
17 the same day that said -- that  
18 specifically stated, Should not perform  
19 heavy lifting, should not perform  
20 mechanical work, should be -- should  
21 consider sedentary work. And I have  
22 copies of those, if you'd like.

23 MR. THARPE: The company lost

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1 their right to deny employment by using  
2 restrictions when they failed to get it  
3 in the new collective bargaining  
4 agreement in the job descriptions.  
5 They couldn't negotiate it, so they  
6 don't have it.

7 MS. FLOWERS: Let me clear  
8 this. He's not fired?

9 MR. THARPE: No.

10 MS. FLOWERS: He's not  
11 terminated?

12 MR. WHITNEY: Correct. You're  
13 correct.

14 MS. FLOWERS: Okay. So what  
15 we're waiting on is for him to comply.  
16 And then if there's a job that meets  
17 that, he can have a job?

18 MR. WHITNEY: Yes, ma'am.

19 MS. FLOWERS: And you're saying  
20 the job descriptions don't have any --

21 MR. THARPE: Not anymore.

22 MS. FLOWERS: Doesn't have that  
23 in there, which -- okay. But it does



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1 say he has to be able to perform those  
2 duties?

3 MR. THARPE: Yes.

4 MS. FLOWERS: And I think under  
5 his own testimony today -- you said you  
6 were not able to do aircraft mechanic  
7 work anymore, but you could do this  
8 other job. Is that the only job that  
9 you want to apply for?

10 MR. HOUSTON: Well, ma'am, it's  
11 one of the jobs that I have experience  
12 at as --

13 MS. FLOWERS: Yeah.

14 MR. HOUSTON: -- the Air Force,  
15 because I worked with our flight  
16 schedule extensively.

17 MS. FLOWERS: Well, I'm not as  
18 familiar with this contract as I am  
19 with some of the others. I am familiar  
20 with the other local and their contract  
21 and some others. But does it not say  
22 anywhere in the contract -- let me --  
23 is there any policy or procedure or

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1 anything in the contract that has some  
2 language that specifically tells how  
3 you deal -- more specifically of how  
4 you deal with employees that cannot  
5 perform those duties?

6 MR. WHITNEY: Yes, ma'am. Once  
7 again, article -- the articles that I  
8 have mentioned before. And this falls  
9 into the ADA, which is Article 1714.

10 MS. FLOWERS: Right. I saw  
11 that.

12 MR. WHITNEY: He falls into  
13 Article 4.7, which is a person who is  
14 not physically able to do their job may  
15 displace a less senior person in a job  
16 that they're qualified for and that  
17 they apply for. That's the key. They  
18 have to apply for the position under --

19 MS. FLOWERS: Okay.

20 MR. HOUSTON: -- 35.1.

21 MS. FLOWERS: You've answered  
22 my question. What I'm saying is, most  
23 of them have language that they come

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1 back, they have these restrictions,  
2 they give it to you and let you look at  
3 where there's a vacancy you can place  
4 them. But what you're saying, you have  
5 no obligation to place him unless he  
6 requests to be considered for those  
7 positions. Am I correct?

8 MR. WHITNEY: Yes. According  
9 to the contract.

10 MS. FLOWERS: According to  
11 y'all's contract. Okay. I'm following  
12 you.

13 MR. THARPE: Mr. Houston could  
14 be accommodated as an aircraft mechanic  
15 because on aircraft daily crews on the  
16 TH67, OH58-Ds, and OH58-Cs, there's a  
17 guy doing the daily inspection on the  
18 tail boom, the engine, and the cockpit  
19 that never has to climb and the  
20 heaviest thing he picks up is a  
21 screwdriver. Now, they usually have  
22 two people on the daily crew and one  
23 guy gets the high and the other guy

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1 stays on the ground. And Mr. Whitney  
2 knows that.

3 MS. FLOWERS: Are you -- you're  
4 an attorney?

5 MR. THARPE: Yes, ma'am.

6 MS. FLOWERS: Do you work  
7 for the local or do you --

8 MR. THARPE: I work -- I worked  
9 on these contracts thirty-six years  
10 and --

11 MS. FLOWERS: Yeah. But do you  
12 work for the local? Are you here  
13 representing the local or just here --

14 MR. THARPE: No. I represent  
15 Mr. Houston.

16 MS. FLOWERS: -- as an attorney  
17 representing him?

18 MR. THARPE: Yes.

19 MR. JONES: Mr. Whitney?

20 MR. WHITNEY: Yes, sir.

21 MR. JONES: Is there a form, a  
22 specific form, that the claimant would  
23 fill out?

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1 MR. WHITNEY: Yes, sir, 226.

2 MR. JONES: You didn't have  
3 a -- you don't have a copy of that?  
4 You didn't bring a copy?

5 MR. WHITNEY: I didn't.

6 MR. JONES: But there is a  
7 specific form?

8 MR. WHITNEY: We have them  
9 in bulk in our office.

10 MR. JONES: And under the labor  
11 agreement, he would have to ask for one  
12 of those forms?

13 MR. WHITNEY: Yes, sir.

14 MR. JONES: And he would fill  
15 it out?

16 MR. WHITNEY: Yes, sir.

17 MR. JONES: Now, Mr. Tharpe,  
18 did I hear you say that there were no  
19 restrictions on the claimant?

20 MR. THARPE: There are no  
21 restrictions --

22 MR. JONES: Did I hear you  
23 say --

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1 MR. THARPE: -- under the --

2 MR. JONES: Did I hear you  
3 say --

4 MR. THARPE: -- collective  
5 bargaining agreement.

6 MR. JONES: Did I hear you say  
7 that there were no restrictions on the  
8 claimant?

9 MR. THARPE: No. No. The  
10 doctor --

11 MR. JONES: I thought I heard  
12 you say that he could be an aircraft  
13 mechanic, could work as an aircraft  
14 mechanic?

15 MR. THARPE: Under the  
16 Americans with Disabilities Act, which  
17 is in the collective bargaining  
18 agreement, he could be accommodated and  
19 he could do those aircraft mechanic  
20 jobs where he doesn't have to climb.  
21 There's -- they have I don't know how  
22 many --

23 MR. JONES: I worked for a

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1 company that did -- I ran for a long  
2 time, so I'm familiar with what an  
3 aircraft mechanic does. I know what he  
4 or she is supposed to do.

5 MR. THARPE: This contract is a  
6 little different.

7 MR. JONES: Well, I used to --

8 MS. FLOWERS: Under ADHR --

9 MR. JONES: -- work -- excuse  
10 me.

11 MS. FLOWERS: -- accommodating  
12 to meet -- the job it meets?

13 MR. THARPE: I'm sorry?

14 MS. FLOWERS: To come back --  
15 you're saying that the ADR says --

16 MR. THARPE: ADA.

17 MS. FLOWERS: Yeah. Your  
18 argument is they ought to take his  
19 current job and restructure it --

20 MR. THARPE: No, ma'am.

21 MS. FLOWERS: -- to accommodate  
22 his disability rather than him doing  
23 this?

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1 MR. THARPE: Give him  
2 reasonable accommodations.

3 MS. FLOWERS: Okay.

4 MR. THARPE: As required under  
5 the ADA. Mr. Houston wants to work.  
6 He doesn't want to be drawing  
7 unemployment or be unemployed.

8 MR. JONES: That's all I have,  
9 Mr. Chairman.

10 MS. FLOWERS: I'm through.

11 MR. BLEVINS: Hearing is  
12 concluded. Thank you very much.  
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1 \* \* \* \* \*

2 REPORTER'S CERTIFICATE

3 \* \* \* \* \*

4 STATE OF ALABAMA

5 COUNTY OF MONTGOMERY

6 I hereby certify that the above and  
7 foregoing proceeding was taken down by me by  
8 stenographic means, and that the content  
9 herein was produced in transcript form by  
10 computer aid under my supervision, and that  
11 the foregoing represents, to the best of my  
12 ability, a true and correct transcript of  
13 the proceedings occurring on said date at  
14 said time.

15 I further certify that I am neither  
16 of counsel nor of kin to the parties to the  
17 action; nor am I in anywise interested in  
18 the result of said case.

19

20

21

22

23

  
Bridgette Mitchell

Reporter and Notary Public  
State of Alabama at Large

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(READ INSTRUCTIONS ON BACK BEFORE COMPLETING THIS FORM)

- ☐ Complete Only One Type Request Per Form
- ☐ 1. Reclassification (A, B, C, \*D, E)
- ☐ Bonus Pay Job Request (A, B, C, \*D, E)
- ☐ 2b. Bonus Pay Job Relinquishment (A, B, C, \*D, E)

- ☐ 3. Shift Preference Project - Location Transfer  
One location to another (A, C, \*D, E)
- ☐ 4. Displacement Preference (A, C, \*D, E - Section I)

(A) NAME \_\_\_\_\_ EMPLOYEE NO. \_\_\_\_\_

PRESENT CLASSIFICATION \_\_\_\_\_ SHIFT \_\_\_\_\_ LOCATION \_\_\_\_\_

SENIORITY DATE \_\_\_\_\_ SSN (LAST 4 DIGITS) \_\_\_\_\_ ☐ ACTIVE ☐ LAYOFF

## (B) REQUESTED CLASSIFICATION\* OR BONUS PAY JOB

\*Employees must ensure that their Personnel File is updated with all required qualifications.

## COMPLETE SECTION I OR II - COMPLETING BOTH I AND II INVALIDATES REQUEST

## SECTION I - I AM NOT REQUESTING "ONLY" ASSIGNMENTS (Number choices 1, 2, 3, etc).

| (C) SHIFT REQUESTED | *(D) OWW OFF DAY(S) REQUESTED | (E) LOCATION(S) REQUESTED |
|---------------------|-------------------------------|---------------------------|
| _____ 1st RWW       | _____ SUN/MON                 | _____ CAIRNS              |
| _____ 1st OWW       | _____ MON/TUE                 | _____ LOWE                |
| _____ 2nd RWW       | _____ TUE/WED                 | _____ MAIN POST           |
| _____ 2nd OWW       | _____ WED/THUR                | _____ SHELL               |
| _____ 3rd RWW       | _____ THUR/FRI                | _____ KNOX                |
| _____ 3rd OWW       | _____ FRI/SAT                 | _____ HANCHEY             |
|                     |                               | _____ ATTC                |

\*Complete D if requesting OWW under (C)

## DO NOT FILL OUT SECTION II FOR DISPLACEMENT PREFERENCES

## SECTION II: I ONLY WANT THE BELOW INDICATED CHOICES. IF THERE IS NO VACANCY FOR CHOICE(S) LISTED BELOW, BY-PASS ME UNTIL A VACANCY OCCURS.

| CHOICES | (C) SHIFT | WORKWEEK RWW/OWW | (D) OFF DAYS | (E) LOCATION |
|---------|-----------|------------------|--------------|--------------|
| 1st     |           |                  |              |              |
| 2nd     |           |                  |              |              |
| 3rd     |           |                  |              |              |
| 4th     |           |                  |              |              |
| 5th     |           |                  |              |              |

| CHOICES | (C) SHIFT | WORKWEEK RWW/OWW | (D) OFF DAYS | (E) LOCATION |
|---------|-----------|------------------|--------------|--------------|
| 6th     |           |                  |              |              |
| 7th     |           |                  |              |              |
| 8th     |           |                  |              |              |
| 9th     |           |                  |              |              |
| 10th    |           |                  |              |              |

\*Complete (D) if requesting odd work week (OWW). Odd work week days = S-M, M-T, T-W, W-T, T-F, and F-S

*I understand I cannot request a classification change, shift change or location change during the six months following the date of my last honored request for the same type of change. This restriction will not prevent me from competing for bonus pay job assignments, higher classifications, nor will it prevent me from being displaced by another employee.*

EMPLOYEE SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

RECEIVED BY SUPERVISOR \_\_\_\_\_ DATE \_\_\_\_\_

RECEIVED BY PERSONNEL \_\_\_\_\_ DATE \_\_\_\_\_

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Original Personnel

Copy: Employee Receipt - DO NOT SEND TO PERSONNEL

(Keep the yellow copy for your records so you will know what type request you have on file)

Form 01-226  
Rev. 01/10/05

**GENERAL INSTRUCTIONS**

It is **YOUR** responsibility to ensure that all information is accurate. Incomplete and incorrect forms will be returned as invalid. The request is considered on file the day your supervisor signs it (Unless it is returned to you as invalid). **DO NOT SEND A RECEIPT (The yellow copy) to Personnel. Keep it so you will know what type request you have on file.**

**A SHIFT/WORK WEEK REQUEST FORM IS VALID ONLY IN THE CLASSIFICATION AND BONUS PAY JOB HELD AT THE TIME IT IS FILED, IN ACCORDANCE WITH ARTICLE 35.2(D) OF THE CBA.**

**Section A** - Check your current shift preference project (location).

**Section B** - List your name, employee number, present classification, shift, workweek, seniority date, and the LAST four digits of your social security number.

**Section C** - Indicate your choices by numbering them 1, 2, 3, etc. Do not list your current shift unless you are currently working odd work week and requesting different off days.

**Section D** - Complete this section if you are requesting an Odd Work Week shift under Section C

Initial the form where indicated if you **ONLY** want your selected off day choices and you will be bypassed until your choices are available and seniority permits.

**THIS FORM IS USED ONLY FOR MOVEMENT WITHIN YOUR CURRENT SHIFT PREFERENCE PROJECT**

**\*\*If you have a valid Shift/Work Week Request on file and submit another one, the one on file is replaced by the new one when it becomes valid.**